Page 1 of 4

Electronically Recorded

Official Public Records

Tarrant County Texas

12/22/2009 3:45 PM

D209333164

Began Wenker

Suzanne Henderson

PGS 4

\$28.00

Submitter: SIMPLIFILE



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

ELECTRONICALLY RECORDED BY SIMPLIFILE Sederberg, Michae etux Mariko

CHK01047

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL GRUSE OF THE DESCRIBED REAL PROPERTY BECAUSE OF GOLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode:13273

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this 21 day of Auc 25 by and between Michael P. Sederberg and Mariko Sederberg, husband and wife whose address is 3609 Crestview Drive Fort Worth, Texas 76182, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described lands the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described lands the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described lands the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described lands the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described lands the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described lands the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described lands the covenants herein contained to th

land, hereinafter called leased premises;

See attached Exhibit "A" for Land Description

in the County of <u>Tarrant</u>, State of TEXAS, containing <u>0.292</u> gross acres, more or less (including any Interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of <u>5 (five)</u> years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

- execute at Lessees request any solidional or supplemental instruments for a more complete or accurate description of the land to convend. For the purpose of determining the amount of any shirth myselfs the remained from the production provides and the production in progress and the production of progress and the production of the production of production or form fund pooled threwith or this lease is otherwise maintained in a fine production to product the production of the pr

or me leased premises or larius peopled inferential shall be reduced to the proposition that Lessor's interest in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 downership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 downership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 downership shall be binding on Lessee until 60 downership shall be binding on Lessee that the deposition of the death of any person entitled to shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers is interest hereunder in whole or in part Lessee shall be relieved of all obligations the respect to the transferred interest, and failure of the transferred to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in this lease the

Initials MS

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of Ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the diffling of wells, and the construction and use of roads, canals, prefines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produces, sore, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, as water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted ferein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding apralial release or other paralist entire intermination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or such other lands, and to commercial imber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands sufficient including restrictions on the diffling and production or wells, and the price of oil, gas, and other substances covered hereby. When drifting, reworking, production or other operations under this lease, whether express or implied, shall be subj

other benefit. Such substitutes well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

operations.

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this tease is executed to be effective as of the date first written above, but upon execution shall be binding o heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove ion shall be binding on the signatory and the signatory's LESSOR (WHETHER ONE OR MORE) SEDERBERG MARIK S RORRBERG. LESSE ACKNOWLEDGMENT STATE OF TEXAS COUNTY OF TARRAM _day of <u>Auc</u> 2009, by MICHAEL SEPERBERG This instrument was acknowledged before meron the N. C. C. Notary Public, State of Texas LUKAS GRANT KRUEGER Notary Public, State of Texas My Commission Expires February 19, 2012 Notary's name (printed) LUCAS EPART KRURGER-Notary's commission expires: FESRUARY 19, 2017 **ACKNOWLEDGMENT** STATE OF TEXAS COUNTY OF TARRANT 31_day of Ana , 2009, by MARCIGO This instrument was acknowledged before me on the LUKAS GRANT KRIJEGER Notary Public, State of Texas Notary Public, State of Texas Notary's name (printed): Lukias GRANT KRINEGER
Notary's commission expires: My Commission Expires FRARIDARY 19, 701 February 19, 2012 CORPORATE ACKNOWLEDGMENT STATE OF TEXAS COUNTY OF _____ day of ______ corporation, on behalf of said corporation. This instrument was acknowledged before me on the Notary Public, State of Texas Notary's name (printed): Notary's commission expires: RECORDING INFORMATION STATE OF TEXAS County of o'clock This instrument was filed for record on the _ M., and duly recorded in records of this office. , of the , Page Book

Clerk (or Deputy)

1 f

B۷

Page 4 of 4

Exhibit "A" **Land Description**

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the 3/ day of Aucust , 2009, by and between, CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, as Lessee, and Michael P. Sederberg and Mariko Sederberg, husband and wife, as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which

case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

Stonybrooke
0.292 acre(s) of land, more or less, situated in the J. B. Edens Survey, Abstract No. 499, and being Lot 11, Block 7, Ston-ybrooke Addition, an Addition to the City of North Richland Hills, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet 388-95, Page/Slide 58 of the Plat Records of Tarrant County, Texas, and being further described in that certain Warranty Deed with Vendor's Lien recorded on 10/13/1988 in Volume 9407, Page 588 of the Official Records of Tarrant County, Texas.

ID: 40550-7-11,

Initials MS